

Request for Proposal (RFP)

Manual

**State of Utah
Division of Purchasing**

**STATE OF UTAH DIVISION OF PURCHASING
REQUEST FOR PROPOSALS (RFP) COMPETITIVE PROCESS
MANUAL
1989 (as amended September 1998)**

INTRODUCTION

The State of Utah, Division of Purchasing is responsible for assisting agencies and institutions in obtaining the best products and/or services for the lowest prices in a timely and efficient manner and in compliance with the State Procurement Code section 63-56-1 and the Procurement Regulations.

The Division of Purchasing has two basic methods available for procurements over \$20,000:

INVITATION TO BID: A written description completely describes what the state wants and no negotiations are necessary. Usually used for the purchase of commodities and equipment.

REQUEST FOR PROPOSALS: The needs of the State are not completely clear, negotiations may be necessary and cost is just one of several criteria necessary to make a decision. Usually used for purchase of professional or human services or high technology "state of the art" equipment.

PURPOSE

The purpose of this manual is to provide guidelines for the use of competitive Request for Proposals (RFP) in lieu of competitive Invitation to Bid in the procurement of supplies and/or services for State Agencies.

UTILIZATION

The RFP Procedure may be used only after review and approval of the specific request by the State Purchasing Agent. The determination to utilize the RFP process may be based upon the following factors:

Where specifications or the needs of the State cannot be clearly defined.

When the State has defined a need and requests the offerors to propose the best method for accomplishing it.

When cost is only one criteria in determining award and negotiations may be necessary.

Other factors as deemed appropriate by the State Purchasing Agent.

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A. THE RFP PROCESS

Authorization to use the RFP process must be obtained in writing from the Purchasing Agent in the Division of Purchasing. Your written request must define scope of work and why the RFP process is a more appropriate method than the invitation to bid method.

The RFP process may be used only after approval of the specific request by the State Purchasing Agent. The purchasing agent's determination to use the RFP process will be based upon the following factors:

Where specifications or the needs of the State cannot be clearly defined.

When the State has defined a need and requests the offerors to propose the best method for accomplishing it.

When cost is only one criteria in determining award and negotiations may be necessary.

Other factors as deemed appropriate by the State Purchasing Agent.

Following authorization by the State Purchasing Agent, RFP's will be solicited in the following manner:

The requesting agency must submit a purchase requisition (Finet RX) in compliance with normal requisitioning procedures. The RX should include the following information:

Authorization: Purchasing approval to use the RFP method, if previously received.

List of Potential Offerors: Include all firms, agencies, individuals that the requesting agency is aware of that may be interested in providing the product/service. The list should be typed on mailing labels with mailing addresses for each offeror listed. The State Purchasing Agent will also include all appropriate names on the solicitation mailing list.

Committee Chairperson: Name and telephone number of the individual who will serve as the chairperson of the selection committee and will serve as the contact person for the project.

Selection Committee: Names of members of the selection committee must be submitted for approval.

Proposal Closing Date: An indication of the requested closing date for receiving proposals (subject to the approval of the State Purchasing Agent). (Closing dates for all advertised RFP's will be on a Tuesday at 3:00 PM).

Pre-proposal Conference: An indication if the department desires to schedule a pre-proposal conference. Committee Chairperson and State Purchasing Agent will conduct conference.

RFP Document: Specifications containing all applicable elements of an RFP.

The RX and specifications must be sent to the State Purchasing Agent for review of specifications to determine if sufficient information has been provided to proceed with the solicitation (5 working days will be required in the Division of Purchasing for review of specifications).

If the information is incomplete, or if clarifications are required, the Purchasing Agent will contact the requesting agency for additional information. If information is complete, the process will proceed as follows:

Proposal Due Date: The Division of Purchasing will coordinate with agency the proposal due date (consistent with advertisement) and pre-proposal conference date if applicable. (The due date should be no earlier than 15 calendar days from the date of advertisement.)

Announcement in Local Newspaper: The Division of Purchasing will place legal notices in newspapers if estimated dollar volume exceeds \$20,000 or if deemed appropriate by State Purchasing Agent.

Mailing of RFP Document: The Division of Purchasing will mail all RFP documents to prospective offerors. Additional copies of the RFP document may be required from the requesting agency in order to accommodate the list of offerors.

Pre-proposal Conference if applicable, will be conducted on the time and date specified. The Committee chairperson and State Purchasing Agent will conduct conference. Written responses to questions (optional) or modifications to specifications as a result of the conference will be prepared by the requesting agency and mailed by the Division of Purchasing.

Modifications or Withdrawal of Proposal may be made prior to the established due date and time for receipt of proposals. Any proposal withdrawal or modification received after the established due date and time at the place designated for receipt of proposals is late and will not be considered.

Receipt and Registration of Proposals will be handled by the Division of Purchasing. On the closing date and time, proposals shall be opened publicly, identifying only the names of the offerors. Proposals and modifications shall be shown only to the purchasing officials having a legitimate interest in them. If only one proposal is received in response to the RFP the State Purchasing Agent, based on feed-back from the requesting agency, may either make an award or, if time permits, resolicit for the purpose of obtaining additional proposals.

Tabulation of proposals will be completed by the Division of Purchasing and a copy of tabulation along with the proposals received will be forwarded to the committee chairperson.

"Conflict of Interest and non-Disclosure Statement" must be received by committee chairperson, in writing from each member of the evaluation committee prior to distribution of proposals for evaluation (SEE ATTACHMENT A SAMPLE FORM). This can be accomplished by providing a list of offerors to each member to make a determination. After determination, committee members must be approved by State Purchasing agent prior to evaluation of proposals.

Proposal Evaluation Procedure should include a scoring sheet (SEE ATTACHMENT B SAMPLE FORM) developed for each RFP in accordance with the evaluation criteria outlined in the RFP. It must be used by each evaluator for each proposal. A numeric scoring sheet is recommended. Prior approval of score sheet as to content must be received from Purchasing Agent.

Evaluation Committee Meeting should be held with committee members to distribute proposals and review sheets, and discuss the scoring and review process. The scoring procedure and each area of the evaluation criteria should be discussed so that each evaluator has a clear understanding of the procedure. Evaluators should be given sufficient time to read and evaluate each proposal. If sufficient time is not provided the evaluation process may not result in the best selection.

Once the proposals have been evaluated and scored by each evaluator, the committee should meet again. The following events should occur:

- 1) A master scoring sheet should be compiled with the total score for each proposal by each evaluator.
- 2) Further discussion can be held on the proposals which have been scored for clarification.

Oral Presentations should be scheduled if clarifications or additional information is necessary. Oral presentations will be conducted under the following guidelines.

- 1) All members of the evaluation committee should be present during oral presentations.
- 2) All offerors must be afforded equal opportunity to respond in an oral interview.
- 3) Time limits for oral presentations will be equal in length.
- 4) Interviews are to be conducted and controlled by the chairperson. The State Purchasing Agent may attend such presentations if deemed necessary.
- 5) No offeror will be given information pertaining to another offeror's proposal, or their present standing in the evaluation process, during presentations.
- 6) Offerors should be invited to submit their best and final offer, if required, along with any clarifications given during the oral interview, by an established time and date. This process will be coordinated through the State Division of Purchasing.

Best and Final Offers can be obtained if the evaluation committee determines that additional information is necessary in order to make a decision. Each acceptable or potentially acceptable offeror must be given the same opportunity to submit best and final offers. If, for example, one proposal needs clarification or additional information in the program description and another in the budget justification, each offeror must be given the opportunity to clarify or define both the program description and the budget justification .

In order to initiate Best and Final Offers the following must be done:

- 1) The State Purchasing Agent must be notified of the offerors to be given the opportunity to submit Best and Final Offers and the areas in which are to be addressed.
- 2) The Purchasing Agent will send each offeror a letter stating the areas to be covered in the best and final offer and the date and time in which best and final offers must be returned.
- 3) If offerors do not submit a Best and Final Offer, their previous submission will be considered their Best and Final Offer.

Final Evaluations will be made taking into consideration oral presentations, and best and final offers if applicable, and must be consistent with evaluation criteria defined in RFP specifications.

Award Justification And selection of the successful offeror must be approved by the State Purchasing Agent prior to announcement of the award. This is done through submittal of an "Award Recommendation and Justification" form from the committee chairperson or Division to the State Purchasing Agent describing the proposal evaluation process and justifying why the successful offeror was selected. In addition to the letter, copies of master scoring sheets, individual score sheets and information regarding rejection of the other proposals must be submitted to the State Purchasing Agent.

If evaluation process and award documentation are adequate, the State Purchasing Agent will stamp the justification form approved and return it to the requesting Division.

Notification of Award by letter should be sent to each offeror indicating the outcome of the proposal evaluation process.

Contract Negotiation may begin once the successful offeror has been selected and approved by State Purchasing Agent. Negotiation may only consider specifics of service and budget contained in the RFP and the proposal as approved.

B. ELEMENTS OF AN RFP

A thorough, well-written RFP will help insure that responsive proposals will be received and that the desired ends for the project will be achieved. The RFP must provide the offeror with a clear, unambiguous statement of the terms and conditions of the contract, the rules for submitting responsive proposals, a detailed statement of the requirements and goals of the project, instructions on the preparation of the proposal, and the method and criteria for proposal evaluation (SEE ATTACHMENT C FOR SAMPLE RFP SPECIFICATIONS).

1. Request for Proposal (RFP) Conference

More complex procurements do require pre-proposal conferences. These can be mandatory or optional in attendance. The purpose of such a conference is to answer questions related to the effort. The proceedings should be recorded and be available for review by all offerors. Conference is held subsequent to RFP release and prior to closing date.

Addenda to the specifications generated as a result of this conference must be put in writing.

Copies will be mailed to all offerors by the Division of Purchasing.

A list of all attendees will be maintained in the Division of Purchasing.

2. **Bidding Information and Conditions for RFP's**

Purpose and Intent

The RFP should start with a statement of intent or purpose to acquaint the offerors with the general reason for the proposal. This statement immediately alerts the prospective offeror to the general type of work, the location and any requirements involved. Thus, the offeror will be able to make a judgment as to whether the firm is in a position to undertake the project or not.

Key Dates

Following the statement of intent, the RFP should have a list of the critical dates:

Date, time and location of the pre-proposal conference, if applicable, and whether or not attendance is mandatory

Date, time and location of the proposal opening including a warning that late proposals can not be considered.

Starting date of the project/contract or, if the exact date is unknown, a statement such as: "The project will start within 30 days of the award of the contract."

Project completion date or time limit of contract such as, "Project must be completed on or before December 31, 1988" or "Contract will be for 1 year with option to renew on a year-to year basis up to ___ years".

Detailed scheduling should be included in the scope of work in the body of the specification.

3. **Contract and Bidding Information**

The next section should include all the general contract terms and conditions that apply such as: Affirmative Action requirements; penalty or liability damage clauses; contractor insurance requirements; cancellation clause; record keeping and record retention, including the State's right to review and audit; performance and/or delivery of services and any special requirements; length of contract and renewal options. See Attachment E for required contract form (DP-2).

4. **Background**

The fourth section contains background information for offerors. This should include a description of the function of the agency for which the services are required, a fairly detailed explanation of why the services are needed, a description of the method or system presently employed, (including its deficiencies), the staff and resources available, and the objectives of the agency. This, then, is a reasonably brief summary of the existing problem and the approach to a solution preferred by the agency. The details of tasks are reserved for the following section where the scope of work is spelled out.

5. Scope of Work

This is a detailed description of the work to be performed by the contractor. It should be organized to reflect the order in which the work will be performed. The work sequence should identify the major task headings and subtasks for performing that work. A task is a discrete unit of work to be performed. Subtasks are detailed activities that comprise the actual performance of the task. The total of all tasks and subtasks makes up the scope of work.

Note: In some procurement cases only 1 task may be required.

The end of each major task section should specify the deliverable item resulting from successful completion of the task. A deliverable item is the result or outcome of work completed in a satisfactory manner in accordance with task specifications. For example, in a feasibility study, a deliverable may be a report containing the data to be developed by the respective task.

The scope of work section describes each task as carefully and with as much detail as possible. Agency personnel should make a thorough analysis of existing problems, goals, and some alternative methods of achieving the goals.

This section is an important part of the RFP. If appropriately done it will produce responsive proposals and ease the task of managing the project/contract.

Each task should be described in a separate, numbered paragraph and there should be a deliverable product for each task. The tasks can be used as schedule milestones and acceptance of the deliverable items will signify satisfactory completion of each task. For instance, Task #1 might read as follows:

Consultant shall prepare a work plan for the project including consulting personnel to be assigned, agency personnel involvement, work schedule in chart form and (if not shown in the RFP) the time schedule.

Deliverable: Complete work plan submitted to Project manager within five working days of start-up.

6. Scope of Activity

Note: This section is optional and is generally used in more complex procurements such as Engineering Services, etc.

This is a comprehensive definition of the exact area(s) to be addressed during the project. It will define the working environment and the individual sections that will be affected by the project and the resultant products. This is a project overview which closely relates to the objectives, except it will be used to address the areas (geographic, organizational, etc.), in which the project activity may take place. It may be possible that multiple control points exist and these can be categorized into a few types to accomplish the desired objectives through sampling techniques. Also to be discussed here are the jurisdictional boundaries, if any. Scope can also indicate items not a part of this procurement.

7. **Tasks to be Completed**

Task performance should be specified, identifying the sequence of the activity, the necessary elements within each task, the relationships between tasks, the interdependencies and chronology of task completion and any restrictions or contingencies for proceeding at the end of a specified task.

The following example is a representative listing of tasks that would be utilized in a data processing implementation engagement.

Task I	Determine Systems Requirements
Task II	System Conceptual Design
Task III	Implementation Plan
Task IV	Detailed Design
Task V	Programming and Implementation

8. **Proposal Preparation Notes Within The Scope of Work**

Proposal preparation instructions should clearly define the type and nature of information required from the offeror. The State should then be able to properly evaluate the offeror's understanding and ability to perform the work. the information needed to evaluate the offeror's proposal must be requested. The proposal preparation note should make clear how critical the information is. If the information is essential to the evaluation, it should be mandatory. If it is not essential, the word "should" may be used.

9. **Proposal Preparation Instructions**

The RFP should contain directions to the offerors on preparation of the proposal. Offerors should understand that failure to follow the prescribed format may result in rejection of the proposals. Proposals in nonstandard formats cannot be evaluated without considerable analysis.

Typically, the proposal is divided into three major parts: The technical proposal, the cost proposal and the offeror's staff qualifications and experience.

Technical Proposal - The technical proposal should contain each task with an explanation of how the consultant plans to approach the task and the steps that will be taken to complete the task. Offerors should be warned that a mere repetition of tasks taken from the scope of work section will not be considered responsive to the RFP. Offerors must show that they understand both the magnitude and the importance of each individual task to make a convincing proposal.

The offeror's proposal should contain at least the following information:

The cost for the entire project broken down by the activities or steps shown on the project schedule.

Estimated periodic billing to the state based on the cost of the deliverable items/service.

Cost or pricing details should be shown by task as listed in the

specifications.

Staff Qualifications and Experience - The final section of the proposal should contain the offeror's organization, experience, both in general and in projects similar to the subject of the RFP, and resumes of the staff assigned to the project.

The offeror's headquarters, nearest offices and managing office for the project should be listed.

A chart of the offeror's organization showing the level of organizational responsibility of key project staff members may be required. A chart of the project organization with the names of the staff to be assigned may also be requested.

The offeror should list personnel to be assigned, their functions in the project, their labor category, and a detailed resume for each. Additionally the offeror should specify where the staff will be located and identify the projects manager.

The offeror must document experience in performing similar projects. The offeror should supply a recent financial report or bank references for evaluation of financial capability. Finally, the offeror should supply a chart of each task to show staff commitment to the project. A standardized form will help obtain uniform proposals and ease evaluation.

10. **Proposal Evaluation**

A formal selection committee must be established to evaluate proposals received for consultant and other selected types of services. This is due to the sophistication and complexity of this type of procurement. A committee should represent a variety of disciplinary skills to evaluate proposals. The following is a general discussion of how a committee might be formed.

Members should be appointed by the agency seeding proposals with approval of selection from the Purchasing Agent. There should be one other member from a separate state agency experienced in the same or similar field to which the proposal applies. This person will not participate in the project being bid and must be completely impartial in making an award recommendation.

The following summarizes the expertise the members could bring to the evaluation committee:

Agency - (three members): technical knowledge (program representation), general business, administrative, fiscal expertise (administrative representation).

Purchasing Office (optional) - (one member): procurement expertise (responsiveness to RFP)

Third Party - (one member): technical expertise, fresh look, no vested interest, objectivity.

Vested talents are desirable so the evaluation committee can recommend the most economical proposal to meet the state's needs with the highest probability for a successful

project. The committee must impartially evaluate the merits of each proposal. The committee should involve legal counsel if needed to make its recommendation.

11. Evaluation Criteria

Evaluation criteria are the factors an agency uses to determine which of several competing proposals submitted in response to an RFP will best meet the agency's needs. In establishing effective evaluation criteria, an agency must clearly identify the factors relevant to its selection of a contractor and then prioritize or weight these factors according to their importance in satisfying the agency's needs in the procurement. Together, the proper identification and weighing of the evaluation criteria will form an evaluation plan which will provide the agency with a common standard by which to judge the merit of competing proposals. This allows the agency to rank the proposals received while simultaneously providing offerors with a fair basis for comparison. As importantly, when evaluation criteria are properly selected and weighted, the proposals received will accurately reflect the offeror's understanding of the solicitation and the offeror's ability to deliver what the agency needs.

The process of evaluating offers is unique to the RFP method of procurement. This method allows an agency to consider factors other than price in deciding to whom a contract should be awarded. Whenever the RFP method of procurement is used, evaluation criteria should be selected which will provide offerors with a clear idea of the factors that will be important in making award. By properly identifying and weighing evaluation criteria at the outset of the procurement process, an agency can later rely on the evaluation criteria to do the work of selecting and judging the proposals submitted.

Evaluation criteria should be individually tailored to each RFP. While the choice of criteria is within the agency's sound discretion, only those factors relevant to the acquisition should be included. Further, evaluation criteria should reflect the agency's minimum needs, and should not be so restrictive as to limit competition. Evaluation criteria often encompass such factors as price or cost, technical excellence, management capability, personnel qualifications, experience and past performance. While price or cost must be included in every procurement and will be the deciding factor in most, price or cost need not be the deciding factor in all acquisitions. This is especially true for cost-reimbursement contracts, in which the contractor's ability to understand the procurement and produce a quality product may well override narrow cost concerns.

The establishment of meaningful evaluation criteria is a critical step in choosing the best contractor for a particular procurement. Since the goal of an effective evaluation scheme is to reflect an agency's program needs, an agency must determine what evaluation factors are relevant to the procurement before choosing an evaluation plan.

For example, an agency should select different evaluation criteria for a single task, data entry job than for a long term facilities management contract. In choosing the criteria for a data entry job, an agency would select factors reflecting its need for an experienced contractor with sufficient labor and equipment to complete timely performance. Management factors would not be stressed for this type of one shot job. In contrast, for a facilities management contract, an agency would identify factors stressing the management capabilities of prospective offerors, as well as their technical competence, since the differing circumstances of a long term management contract require proven managerial expertise.

The precise evaluation criteria chosen must reflect the particular requirements of the contract. For example, an agency may quickly realize that a contractor's technical capability will be decisive in meeting an agency's need to switch from mainframe to distributed computer processing. As part of technical capability, the agency might further identify a contractor's ability to convert the agency's current programs and data files in a timely manner as critical to filling the agency's mission. Thus, "technical approach" and "conversion plan" might then be broken down into subcriteria such as "delivery schedule," "prior conversion experience," and "conversion facilities."

As noted above, in addition to clearly stating what evaluation criteria will be considered in selecting an offeror, the RFP must identify the relative importance or weight of the criteria. Using the above example, an agency might then decide that "Technical approach" is twice as important as the "conversion plan" and thus should be assigned twice the weight in the evaluation plan. To establish the relative importance of evaluation criteria, the RFP may simply state that the evaluation criteria are listed in order of relative importance. Or, the RFP may state that the evaluation criteria listed are all of equal weight. If listed in order of importance, an agency must be sure that the first or second criterion is not assigned predominant importance, since this would not provide offerors with a realistic picture of the procurement. An agency may also assign numerical weight to each of the evaluation criteria listed.

Once evaluation criteria are issued, an agency must adhere to its evaluation plan. If the agency realizes in mid-procurement that the evaluation plan does not accurately reflect the agency's needs, then the Purchasing Agent must issue a written amendment to all offerors stating the changed evaluation plan and requesting a new round of proposals.

The process of selecting and weighing the evaluation criteria will assist the agency in understanding and defining its own needs. Similarly, the proper choice of an evaluation plan will greatly assist contractors in understanding the agency needs. This will result in the receipt of better proposals from offerors. Moreover, by clearly identifying the evaluation criteria to be used together with the relative weight assigned to each factor, an agency will be able to ward off potential protests from disgruntled offerors who could otherwise claim that the evaluation plan was not properly disclosed.

The percentage weighting for the price criteria should not be less than 30%. Any lower percentage to be given for price must be justified in writing and will require prior approval by the Director of Purchasing.

Evaluation criteria are an integral and fundamental part of an RFP package and crucial to an orderly procurement. The evaluation plan must closely reflect the RFP Statement of Work and Specifications. When properly selected, weighted and drafted, evaluation criteria can tremendously assist an agency in its procurement of goods and services. (See Attachment B, Proposal Evaluation Score Sheet.)

12. Oral Presentations

To properly evaluate many service procurements, an offeror's proposal may need to be clarified. Oral presentations are then scheduled to answer questions by evaluation committee members. The offeror's original proposal cannot be changed in any aspect at the oral presentation. The oral presentation is only to allow offeror's to clarify portions of their proposal.

13. Award Recommendation and Report

All evaluation score sheets, both individual and composite, should be transmitted to the Purchasing Agent. All members of an evaluation committee should rate all parts of the proposal. Members may receive assistance on certain technical aspects of a proposal. The committee makes its recommendation to the State Purchasing Agent. The award is the acceptance of a proposal.

An "Award Recommendation and Justification" form (SEE ATTACHMENT D FOR SAMPLE FORM) must be completed indicating the offeror selection and price for which award is recommended and justification for selection. The report must contain all the facts used to recommend the award to one of the proposers and must be well documented. This form along with proposals of the successful offeror(s) shall be open to public inspection for a period of 90 days after award of the contract. Proposals of offerors who are not awarded contracts shall not be open to public inspection.

The evaluation committee report is a technical document. Conclusions must be supported with details and examples. When the report reaches the Purchasing Agent for final approval, there should not be a need to return it to the committee for additional documentation.

If the offeror selected for award has requested in writing the non-disclosure of trade secrets and other proprietary data so identified, the Purchasing Agent shall examine the request in the proposal to determine its validity prior to award of the contract. If the parties do not agree as to the disclosure of data in the contract, the Purchasing Agent shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposal the proposal will be so disclosed.

14. Contract Award

The contract document should include the RFP document or incorporate by reference, the offeror's response proposal and a list of tasks to be accomplished, together with time schedules and costs. Also included will be the method of payment, and a list of products or services to be provided that must be submitted to the project manager prior to approval of payments (SEE ATTACHMENT E FOR SAMPLE CONTRACT FORM).

C. RESPONSIBILITY OF COMMITTEE CHAIRPERSON

The chairperson is most usually the project manager who coordinates the project through completion.

The committee chairperson is responsible for specification and requisition development, and must have a thorough knowledge of the scope of the project.

The committee chairperson is responsible for the evaluation committee member selection which may include:

Member(s) of the using agency, Purchasing Agent, and a third party impartial member with no vested interest.

Chairperson is responsible for each committee member signing a "Conflict of Interest and Non Disclosure" statement.

Chairperson must keep records and minutes of all meetings regarding the evaluation process, and coordinate those meetings with Purchasing Agent. This includes pre-proposal conference if applicable.

Chairperson is responsible for providing clarification regarding specifications and must be available to answer technical questions regarding scope of work, etc. during the RFP process.

Chairperson is responsible to develop proposal evaluation score form. This form must be pre-approved by State Purchasing Agent.

Chairperson is responsible for providing written recommendation for award which contains the following:

Documentation of evaluation process, including: scores from individual evaluators; compilation of scores; determination as to responsibility of offerors proposal; minutes of meetings; final evaluation report and recommendation.

Chairperson must assist with contract negotiation and contract development.

ATTACHMENTS

ATTACHMENT A

**CONFLICT OF INTEREST AND NON-DISCLOSURE
CERTIFICATION**

I hereby certify that neither I nor any member of my immediate family has a material personal or financial interest in or fiduciary relationship to any offeror or to a direct competitor of any offeror under consideration by this proposal evaluation committee. I further certify that no other relationship with or bias towards any offeror exists which will prevent me from evaluating any proposal solely on its merits.

I understand that all information contained in the proposals and information regarding the evaluation process is proprietary and as such can not be released or discussed in any manner with other offerors or individuals not involved in the proposal evaluation process.

Committee Member

Proposals to be evaluated:

ATTACHMENT B
PROPOSAL EVALUATION SCORE SHEET

OFFEROR:

RATERS NAME:

DATE:

EVALUATION CRITERIA	SCORE (check one)							
PROGRAM PLAN, GOALS, OBJECTIVES (30pt)	1	2	3	4	5	X	TOTAL	COMMENTS
a. Program service delivery methodology is fully responsive as defined in scope of work.						2		
b. Goals and objectives are realistic, given the client population, the resources available and time allotted are stated in measurable behavioral terms.						2		
c. Procedure (and tools) used to assess the relative risk for recidivism are responsive.						2		
COMPETENCE & RESPONSIBILITY (30 pt)						2		
Offeror must demonstrate the competence or qualifications to perform the svc.								
a. Assurance of ability to provide an expedited service.								
b. A functioning organization and governing structure.						2		
c. Demonstrated adequate financial and organizational resources and show capability for providing subject service pending reimbursement.						1		
d. Demonstrated accounting and mgmt. systems which conform to generally accepted reporting and accounting.						1		
PRICE TO STATE (30pt)								Price will be calculated by State Purchasing via established formula
a. Price for services is defensible based on budgetary submission. If offerors are equal, preference will be given to the lower priced proposal.								
b. Administrative cost ratio.								
PROGRAM STAFFING (10 pt)								
a. Availability of staff to deliver.						1		
b. Client staff ratio.						1		

SCORING: Will be based on a scale of zero to five, with five being the highest possible and zero the lowest.

Five: Excellent, has potential to produce high quality service.

Four: Above average, exceeds minimum in some areas.

Three: Acceptable, meets minimum requirements of RFP.

Two: Fair, partially unresponsive.

One: Inadequate, fails to meet perceived needs.

Zero: Nonresponsive, not addressed in proposal

ATTACHMENT C
SPECIFICATIONS FOR
PHYSICIAN RECRUITMENT SERVICES

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a renewable contract with a qualified firm to provide Doctor Recruitment Services to the Utah State Hospital.

ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist offerors in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data therefrom. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Req. No. 26101300 89. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

RESPONSE DATE

Four copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Salt Lake City, Utah 84114, prior to the closing date and time specified. Any proposal in route, either in the mail or other locations in the State Office Building will not be considered timely and will be returned unopened. Proposals received after the deadline will be late and ineligible for consideration.

TERM OF CONTRACT

Contract will be for a period of one year with option to renew on a year to year basis for up to four (4) additional years at the State's discretion and by mutual agreement.

CONSIDERATION OF PROPOSALS

The State of Utah may award a contract based on the initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint. The State reserves the right to reject any or all proposals received.

POSSIBLE STATEWIDE CONTRACT

If this request for proposal has attractive results, the State of Utah reserves the right to award a statewide contract to the successful offeror without further bidding and for the time specified

under term of the contract. This would allow other State Agencies requiring these services and political subdivisions (including City, County, Universities, School Districts, etc.) to utilize the contract.

SCOPE OF SERVICES

The intent of this request for proposal is to provide professional physician recruitment services on an as needed basis. The following conditions must be met at a minimum and addressed in proposals.

1. Must have candidate(s) identified within 120 days of search "start date".
2. Must be a "full search" firm (no contingencies).
3. Must have been successful placing physicians and psychiatrists. Proven track record.
4. A minimum of one-fourth of professional fees are to be contingent upon placement.
5. Must conduct an on-site visit prior to beginning of the search.
6. Must conduct a face-to-face interview with all candidates prior to their on-site visit.
7. Must actively recruit primarily experienced physicians versus residents.
8. Must have nationwide coverage.
9. Must have ability and expertise to assists in negotiating the agreement.
10. Must provide follow-up services including assistance with physician relocation, help with moving arrangements and state licenses.
11. Must provide at least a 6 month guarantee that if physician fails to pass probationary period, for any reason, search for replacement will be at no additional fee beyond actual expenses incurred.

PROPOSAL FORMAT

Proposal response outline. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

I. Letter of Transmittal. The letter of transmittal should include an introduction of the offeror's company, the name, address and telephone number of the person to be contacted along with others who are authorized to represent the company in dealing with this RFP; and an expression of the offeror's ability and desire to meet the requirements of this RFP. Any other information not appropriately contained in the proposal itself should also be included.

II. Executive Summary. An executive summary which briefly describes the offeror's approach to the proposal and clearly indicates any options or alternatives. It should also indicate any major requirements that cannot be met by offeror. This summary should also highlight the major features of the proposal and identify any supporting information considered pertinent. In short, the reader

should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the executive summary.

III. Detailed Discussion. This section should constitute the major portion of the proposal and must contain at least the following information:

A. A general but complete narrative overview of the offeror's assessment of the work to be performed and the ability to meet those aims, along with the resources necessary to meet the requirements of this RFP. This overview should clearly demonstrate the offeror's understanding of the desired overall performance expectations as well as how well it will meet the requirements.

B. A specific response to each requirement in the RFP.

IV. Cost Proposal. The offeror must submit a cost proposal allowing the performance merits of the proposal to be evaluated independent of costs.

V. Additional information and attachments, if any.

PRICE EVALUATION

To facilitate a comparison of prices each offeror must respond to the following:

1. Retainer Fee with sliding scale for multiple searches
2. Hourly billing
3. Balance due upon completion of search
4. Total investment averages
5. Guarantee to state in regards to hired physician leaving position

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated by a committee against the following criteria with assigned weights indicated. Each area of the evaluation criteria must be addressed in detail in proposal.

<u>WEIGHT</u>	<u>CRITERIA</u>
30 %	Average cost of search.
25 %	Demonstrated service capability including past performance (proven track record), recruitment process, etc.
15 %	A resource of available physicians including nationwide coverage and a system that has the ability to process those resources.
15 %	Qualification and expertise of staff including ability to execute system and implement plan.
10 %	Average time frame for completion of recruitment services.

5 % Guarantee to State against physician leaving for position after hire

ORAL PRESENTATION

An oral presentation by an offeror to supplement a proposal may be required. These presentations will be scheduled, if required, by the Utah State Hospital subsequent to the receipt of proposals and prior to the award.

PROPRIETARY INFORMATION

Offerors are requested to mark any specific information contained in their proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposals. Pricing and service elements of the successful proposal will not be considered proprietary. All materials become the property of the State of Utah and may be returned only at the State's option. Proposals submitted may be reviewed and evaluated by any person at the discretion of the State.

ATTACHMENT D

AWARD RECOMMENDATION AND JUSTIFICATION

DEPT. _____ REQUISITION NUMBER _____

SUBJECT _____		
REPORT _____	NUMBER OF _____	NUMBER OF _____
DATE _____	RFP'S MAILED _____	RFP'S RECEIVED _____

RECOMMENDATION: _____

JUSTIFICATION:

APPROVALS: _____	_____
PURCHASING AGENT	DIRECTOR OF PURCHASING

STATE OF UTAH CONTRACT

Contract # _____

1. CONTRACTING PARTIES: This contract is between _____, an agency of the State of Utah and the following CONTRACTOR:

LEGAL STATUS OF CONTRACTOR	
_____ Name	<input type="checkbox"/> Sole Proprietor
_____ Address	<input type="checkbox"/> Non-Profit Corporation
	<input type="checkbox"/> For-Profit Corporation
	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Government Agency
_____ City	_____ State
_____ Zip	

Federal Tax ID# _____ Vendor # _____ Commodity Code # _____

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: _____
_____.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# _____, Bid # _____, or the attached pre-approved sole source authorization (from the Division of Purchasing).
4. CONTRACT PERIOD: Effective date _____ Termination date _____ unless terminated early or extended in accordance with the terms and conditions of this contract.
Renewal options (if any) _____.
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$ _____ for costs authorized by this contract.
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: _____

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Requisition # _____, dated _____.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE

Contractor's signature

Agency's signature

Type or Print Name and Title

Director, Division of Purchasing

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.